



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: **Mark D. Tilden, Scott D. Hopkins, and Brett J. Stonier**

Group Art Unit: 2121

Application No. 09/966,903

Filed: September 27, 2001

For: **SCRIPTING BUSINESS LOGIC IN A DISTRIBUTED
OBJECT ORIENTED ENVIRONMENT**

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POWER OF ATTORNEY

Framework Technology Corp., being assignee of record of the entire interest of the above-identified patent application, hereby revokes any and all powers of attorney previously given and hereby appoints the following attorneys/agents to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

<u>Name</u>	<u>Reg. No.</u>
Paul S. Angello	30,991
Kassim M. Ferris	39,974
W. Glen Johnson	39,525
Shaukat A. Karjeker	34,049
Kevin B. Laurence	38,219
Michael L. Levine	33,947
Steven J. Munson	47,812
Christopher V. Panoff	46,456
Richard B. Preiss	36,640
Micah D. Stolowitz	32,758
Katherine A. Walter	47,162
James L. Wolfe	33,623
Scott F. Young	45,249

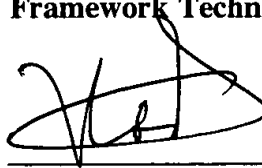
and all other registered patent attorneys and agents of Stoel Rives LLP.

Direct all telephone calls to Micah D. Stolowitz at telephone number
(503) 294-9189.

Address all correspondence to:

Micah D. Stolowitz
STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268

Framework Technology Corp.



Tod Hutchinson

Title: Chief Financial Officer

Date: 12/19/01

STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
Telephone: (206) 624-0900
Facsimile: (206) 386-7500
Attorney Docket No. 11953/7:2 USA



CERTIFICATE UNDER 37 CFR 3.73(b)

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Applicants: **Mark D. Tilden, Scott D. Hopkins, and Brett J. Stonier**

Application No.: 09/966,903 Filed: September 27, 2001

For: SCRIPTING BUSINESS LOGIC IN A DISTRIBUTED OBJECT ORIENTED ENVIRONMENT

Framework Technology Corp., a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventors of the patent application identified above, a copy of which is attached hereto.

OR

B. ☒ A chain of title from the inventors, of the patent application identified above, to the current assignee as shown below:

1. From: Datalex USA West To: Framework Technology Corp., a copy of which is attached.

2. From: Mark D. Tilden, Scott D. Hopkins, and Brett J. Stonier
To: Framework Technology Corp., a copy of which is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 12/19/01

Name: Tod Hutchinson

Title: Chief Financial Officer

Signature: [Signature]

**RECEIVED
STOEL RIVES LLP**

PATENT APPLICATION

By (s) 12/19/01

ASSIGNMENT

WHEREAS, we, **Mark D. Tilden**, of Portland, County of Washington, State of Oregon; **Scott D. Hopkins**, of Aloha, County of Washington, State of Oregon; and **Brett J. Stonier**, of Hillsboro, County of Washington, State of Oregon, have made inventions described in a United States provisional patent application No. 60/235,618, filed September 27, 2000, entitled **SCRIPTING BUSINESS LOGIC IN A DISTRIBUTED OBJECT ENVIRONMENT**, and in a United States utility patent application No. 09/966,903, filed on September 27, 2001, entitled **SCRIPTING BUSINESS LOGIC IN A DISTRIBUTED OBJECT ORIENTED ENVIRONMENT**, claiming priority from said provisional application No. 60/235,618; and

WHEREAS, Framework Technology Corp., an Oregon corporation, having a place of business at 1200 NW Naito Parkway, Suite 300, Portland, Oregon 97209, is desirous of acquiring an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, Mark D. Tilden, Scott D. Hopkins, and Brett J. Stonier, hereby sell, assign, and transfer to Framework Technology Corp., the full and exclusive right, title, and interest in and to said inventions, said patent application, and any and all patent rights and letters patent for said inventions in the United States and elsewhere throughout the world, including foreign patent priority rights and the right to apply for patents in foreign countries in our names or in the name of Framework Technology Corp.; and further including all divisions and continuations of said application and of any foreign patent applications and all reissues and extensions of patent rights and letters patent for said inventions, all to be held and enjoyed by Framework Technology Corp., for its own use and benefit, and by its successors and assigns for their own use and benefit, for the full duration of the terms for which patent rights and letters patent may be granted in this or any foreign country, and covenant that we have full right so to do, and agree that we will communicate to Framework Technology Corp., and its successors and assigns, any facts known to us respecting said inventions, and testify in any legal proceeding, sign all lawful

papers, execute all lawful divisional, continuation, and reissue applications, make all rightful declarations or oaths, and do everything lawfully possible to aid Framework Technology Corp., and its successors and assigns, to obtain and enforce proper patent protection for said inventions in this or any foreign country.



Mark D. Tilden

Date: _____

Executed at: _____

(city, state)

STATE OF OREGON)

) ss.

County of _____)

This _____ day of _____, 2001, before me personally came the above-named **Mark D. Tilden**, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same as his own free will for the purposes set forth herein.

Notary Public for Oregon

My commission expires: _____



Scott D. Hopkins

Date: _____

Executed at: _____

(city, state)

STATE OF OREGON)


) ss.

County of _____)

This _____ day of _____, 2001, before me personally came the above-named **Scott D. Hopkins**, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same as his own free will for the purposes set forth herein.

Notary Public for Oregon

My commission expires: _____



Brett J. Stonier

Date: _____

Executed at: _____
(city, state)

STATE OF OREGON)
) ss.
County of _____)

This _____ day of _____, 2001, before me personally came the above-named **Brett J. Stonier**, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same as his own free will for the purposes set forth herein.

Notary Public for Oregon
My commission expires: _____

STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
Telephone: (503) 224-3380
Facsimile: (503) 220-2480
Attorney Docket No.: 11953/7:2



COPY

Execution Copy

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(Datalex West to Datalex Tech)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of October 1, 2001 between Datalex USA West, Inc., a Delaware corporation ("Datalex West" or "Assignor") and Datalex Technologies USA Corp., a Delaware corporation ("Datalex Tech" or "Assignee").

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RECITALS

A. Assignor owns certain BookSmart Framework (as defined below) software and intellectual property rights in such software.

B. Assignor and Assignee desire that Assignor contribute, assign, transfer, convey and deliver to Assignee the BookSmart Framework software and intellectual property in such software, subject to the conditions and limitations set forth herein, including, without limitation, the reservation by Assignor of an irrevocable, non-cancelable, perpetual, worldwide, royalty-free and exclusive (but only in the Travel Industry, as defined below) license in the Retained Rights (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, and other valuable consideration, receipt and sufficiency of which each of the parties hereby acknowledges, the parties agree as follows:

Section 1. Definitions

As used in this Agreement, the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined). Capitalized terms used herein but not defined herein shall have the meanings given them in the Contribution Agreement.

1.1 "Affiliate" when used in reference to a Person means any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person.

1.2 "BookSmart" means the software product marketed as "BookSmart" comprising two sets of files, each set built separately, bearing separate version numbers, and known separately as BookSmart IBE and BookSmart Framework Executable Program.

1.2.5 "BookSmart Framework Executable Program" means (a) compiled, executable, object code of the software components and related files within BookSmart that are general purpose in nature and have no knowledge or logic that is travel related. "BookSmart Framework Executable Program" specifically excludes BookSmart IBE.

1.3 "BookSmart IBE" means (a) the source code and object code of the software components and related files within BookSmart that have knowledge of travel concepts, travel business logic and any other travel constants, including, without limitation, air travel (including, without limitation, scheduled and charter services), tour, automobile rental, cruise, rail, resort, hospitality, and vacation businesses, and PNR services, GDS connectivity and passenger information, (b) any and all related user manuals, service manuals, reference manuals, installation guides and other related user documentation and any and all developer information for BookSmart IBE, including, without limitation, non-public files, tool reports and related documentation used in the support, maintenance and development of software but not normally provided to end users, (c) any and all revisions, updates, new versions, modifications and derivative works of the foregoing (a) and (b) items, and (c) any and all Intellectual Property Rights in and to the foregoing (a), (b) and (c) items. "BookSmart IBE" shall include, without limitation, any and all software components, files and documentation needed to independently compile and build the source code and object code of the software product known as BookSmart IBE.

1.3.5 "BookSmart Framework" has the meaning assigned to it in Section 2.1.

1.4 "BookSmart Framework Documentation" means any and all user manuals, service manuals, reference manuals, installation guides and other related user documentation, and any and all developer information for BookSmart Framework, including, without limitation, non-public files, tool reports and related documentation used in the support, maintenance and development of software but not normally provided to end users prepared expressly for BookSmart Framework Software, and any and all BookSmart Framework Updates. "BookSmart Framework Documentation" specifically excludes BookSmart IBE.

1.5 "BookSmart Framework Patents" means the patent applications and provisional patent application listed in Schedule 1.5 attached hereto and incorporated herein by this reference, and all patents, reissues, divisions, continuations, renewals, extensions and continuations of any such patent applications. "BookSmart Framework Patents" specifically excludes BookSmart IBE.

1.6 "BookSmart Framework Software" means the source code and object code of the software components and related files within the BookSmart software that are general purpose in nature and have no knowledge or logic that is travel related. "BookSmart Framework Software" specifically excludes BookSmart IBE.

1.7 "Updates" means any and all revisions, updates, new versions, modifications and derivative works of any and all software, user documentation and/or developer information and any and all Intellectual Property Rights therein.

1.8 "Intellectual Property Rights" means all proprietary rights and intellectual property rights, including, without limitation, patents, patent applications, provisional patent applications, copyrights, trademarks, service marks, trade names, trade dress, domain names, trade secrets, know-how, confidential information and all rights to use, execute, reproduce, display, perform, distribute copies of, modify, prepare derivative works of, make, have made, license and sell products and services based on the foregoing.

1.9 "Person" means any individual, governmental body, corporation (including, without limitation, any non-profit corporation), general or limited liability partnership, limited liability company, joint venture, estate, trust, association, organization or other entity.

1.10 "Travel Industry" means air travel (including, without limitation, scheduled and charter service), tour, automobile rental, cruise, rail, resort, hospitality and vacation businesses.

Section 2. Assignment

2.1 Assigned Assets

On the terms and subject to the conditions and limitations set forth in this Agreement, including, without limitation, the reservation of license set forth in Section 3 below. Assignor hereby contributes, assigns, transfers, conveys, and delivers to Assignee all of its right, title and interest in and to and related obligations, liabilities and duties, and Assignee hereby accepts from Assignor all of Assignor's right, title and interest in and to and assumes all of Assignor's related obligations, liabilities and duties with respect to, the following assets (all such assets being referred to herein, collectively, as the "BookSmart Framework"):

- (a) the BookSmart Framework Software;
- (b) the BookSmart Framework Documentation;
- (c) The BookSmart Framework Patents; and
- (d) all Intellectual Property Rights (but excluding any trademarks, service marks, trade names, trade dress and domain names) in the BookSmart Framework Software and the BookSmart Framework Documentation.

2.2 Excluded Assets

The BookSmart Framework being assigned to Assignee hereunder does not include, and Assignee will have no rights with respect to, the name "BookSmart" as may be used alone or as part of any similar or related trademarks, service marks, trade names, packaging,

trade dress, designs, logos, domain names, websites or similar items, and shall only use the "BookSmart" product name as permitted in writing by Assignor.

2.3 Delivery and Acceptance

Assignee hereby acknowledges that it has received delivery of and accepted the BookSmart Framework from Assignor, and no other delivery of any product (including, without limitation, software programs, codes and related documentation), know-how or services are required to be delivered under this Agreement other than the delivery of such instruments of conveyance, assignment and transfer described in Section 6 below.

Section 3. Reservation of License

3.1 Scope of Rights

On the terms and subject to the conditions set forth in this Agreement, Assignor reserves for itself an irrevocable, non-cancelable, perpetual, world-wide, fully paid, royalty-free and exclusive license solely within the Travel Industry field of use to use, execute, reproduce, display, perform, distribute copies of, and make, have made, market, design, and sell products and services based upon (collectively, "Use") the BookSmart Framework Executable Program, Updates to the BookSmart Framework Executable Program, the user manuals, service manuals, reference manuals, installation guides and other related documentation ("User Documentation") included in the BookSmart Framework Documentation, and all related Intellectual Property Rights (collectively, the "Retained Rights") necessary to exercise the license; provided, that such license is limited to products, services or functions within the Travel Industry field of use; and provided further, that such license in no way includes the right to Use the source code of BookSmart Framework Software except on the terms of any license that may be granted as part of a release of source code of the BookSmart Software through a mutually acceptable escrow arrangement, and in no event for Use outside the Travel Industry field of use.

3.2 Right to Sublicense

The license reserved in Section 3.1 of this Agreement includes the right of Assignor to grant one or more sublicenses, including, without limitation, sublicensing through multiple tiers of sublicensees; provided, that any Use of the Retained Rights by any sublicensee is limited to products, services or functions within the Travel Industry field of use.

3.3 Restrictions on Assignee

Assignee hereby agrees that it shall not, and shall not grant to any third party any right to, sell, license, sublicense or Use the BookSmart Framework within the Travel Industry field of use, unless Assignee has the prior written approval of Assignor, which approval shall not be unreasonably withheld or delayed.

3.4 Restrictions on Assignor

Assignor hereby agrees that its Use of the Retained Rights is limited to the Travel Industry field of use, and Assignor shall not, and shall not grant to any third party any right to, (a) Use the Retained Rights for any purpose outside the Travel Industry field of use, and (b) other than as permitted under any terms of a source code escrow arrangement, decompile, disassemble, reverse engineer or otherwise attempt to discover any source code to the BookSmart Framework.

3.5 Assignee's Damages

In addition to any other damages or remedy Assignee may be entitled to in law or equity or provided by this Agreement or otherwise, unless Assignor had a good faith reasonable belief that a sale or use of the BookSmart Framework license retained in Section 3.1 is not outside of the Travel Industry field of use, a material breach by Assignor of such restriction would entitle Assignee to receive all of the revenues received by Assignor to the extent attributable to such breach.

3.6 Actions Against Infringers

In the event that Assignee, after receiving written notice from Assignor, does not commence and pursue appropriate legal action against any Person that Assignor reasonably believes may be infringing or misappropriating any or all of the Retained Rights, Assignor shall have the right, but shall not be obligated to request that Assignee commence and pursue appropriate legal action in Assignee's name against any infringement or misappropriation of any or all of the Retained Rights. Assignee hereby agrees to cooperate with Assignor by commencing such legal action as plaintiff or co-plaintiff as appropriate with Assignor, and Assignor shall pay Assignee for all reasonable costs and expenses incurred by Assignee in connection with such cooperation. Only if there is a substantial likelihood that Assignee's patent rights could be invalidated by taking such legal action requested by Assignor may Assignee refuse to take such legal action. Assignor shall have the right to: (i) retain any and all amounts recovered by Assignor or Assignee in any such action beyond any amount required for payment of Assignee's reasonable costs and expenses; and (ii) request that Assignee consent to any settlement of such legal action, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, if Assignor provides notice to Assignee that it desires to cease such legal action and: (i) within five (5) days of Assignor's notice, Assignee does not notify Assignor of its desire to terminate such legal action, then Assignor will not be liable under this section for any costs or expenses incurred by Assignee nor entitled to any recovery from such legal action following Assignor's notice; or (ii) within five (5) days of Assignor's notice, Assignee notifies Assignor of its desire to terminate such legal action, then Assignor and Assignee will cooperate to terminate such legal action as expeditiously as possible.

3.76 BookSmart Framework Updates

Promptly after, but in any event within thirty (30) days of, development or acquisition, Assignee shall deliver to Assignor one full, complete and accurate copy of all Updates to the BookSmart Framework Executable Program and related User Documentation hereafter developed or acquired by Assignee.

3.8 Ownership And Non-Assertion Of Rights

3.8.1 Ownership

Other than the rights retained by Assignor pursuant to this Section 3, Assignee retains all right, title and interest in and to the BookSmart Framework and all Intellectual Property Rights therein.

3.8.2 Non-Assertion of Rights

Neither party will assert any patent, copyright, trademark, trade secret or other Intellectual Property Rights against the other party or any Affiliate or permitted licensee of the other party relating to their proper and compliant exercise of their respective rights pursuant to this Agreement. Assignee further agrees not to assert any patent rights against Assignor or Assignor's permitted licensees for Assignor's or Assignor's permitted licensees' products, services or functions within the Travel Industry field of use.

Section 4. Confidential Information

4.1 Confidential Information

For purposes of this agreement, the term "Confidential Information" means any data or information disclosed by or relating to the disclosing party that is not generally known to the public, whether of a technical, business or other nature, which may be contained in tangible materials, including, without limitation, tangible materials embodied in print and electronic forms, such as documents, reports, summaries, object code, source code, algorithms, or may be unwritten information, provided that any unwritten information must be summarized in writing within thirty (30) days of any disclosure to the receiving party.

4.2 Use of Confidential Information

The party receiving the disclosing party's Confidential Information shall keep and cause the receiving party and its employees, agents and customers to keep all such Confidential Information in confidence and will not use and cause the receiving party and its employees, agents and customers not to use any such Confidential Information other than as authorized under this Agreement. The receiving party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information.

4.3 Exceptions

Confidential Information does not include any data or information which (a) was in the receiving party's lawful possession prior to the submission thereof by the disclosing party, (b) is later lawfully obtained by the receiving party from a third party under no obligation of secrecy, (c) is, or later becomes, available to the public through no act or failure to act by the receiving party, or (d) is independently developed by the receiving party without reliance on the Confidential Information. If the receiving party becomes legally obligated to disclose Confidential Information to any governmental entity with jurisdiction over it, the receiving party will use its best efforts to give the disclosing party prompt written notice sufficient to allow the disclosing party to seek a protective order or other appropriate remedy. In any event, the receiving party will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

Section 5. Disclaimer of Warranties And Consequential Damages

5.1 Title to BookSmart Framework

Assignor hereby makes the same representations and warranties with regard to the BookSmart Framework as those made by Assignee to the "Datalex Assets" in Section 4.6 of the Contribution Agreement between Assignee, Datalex PLC, Framework Technology Corp. and certain individuals dated October 1, 2001.

5.2 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, BOOKSMART FRAMEWORK IS ASSIGNED "AS IS," "WHERE IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, SUITABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR QUALITY AS TO THE BOOKSMART FRAMEWORK OR ANY PART THEREOF, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR OTHERWISE, AND ASSIGNEE HAS RELIED UPON ITS OWN EXAMINATION THEREOF IN DECIDING TO PURCHASE THE BOOKSMART FRAMEWORK ON THE TERMS AND SUBJECT TO THE CONDITIONS OF THIS AGREEMENT.

5.3 NO CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY HOLDING BY ANY COURT THAT ANY OF THE LIMITED REMEDIES SET FORTH IN THIS AGREEMENT MAY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

Section 6. Further Assurances

Assignor shall from time to time, at Assignee's cost, execute and deliver such further instruments of conveyance, assignment and transfer as Assignee may reasonably require in order to fully effect the conveyance and transfer to Assignee of, or perfect Assignee's right, title and interest in and to, the BookSmart Framework. Assignor shall, at its own cost, execute and deliver as part of this transaction a Patent Application Assignment in the form attached hereto as Exhibit A.

Section 7. General Provisions

7.1 Notices

All notices, requests, demands, consents, approvals, declarations and other communications required by this Agreement shall be in writing, shall be in English and shall be deemed delivered (a) if given by facsimile, when transmitted and the appropriate telephonic confirmation received, (b) if given by first-class air mail (certified and return-receipt requested), when delivered, (c) if given personally, when received, and (d) if given by an internationally recognized overnight courier, when received or personally delivered, in each case, with all charges prepaid and addressed as follows, or to such other address as any party shall specify in a notice delivered to all other parties in accordance with this Section 7.1:

(a) if to Assignee:

Datalex Technologies USA Corp.
c/o Datalex (Ireland) Limited
Howth House
Harbour Road
Howth
Dublin 13
Ireland
Fax: 011 353 1 839 1781
Attention: General Counsel

with a copy to:

Perkins Coie LLP
1211 SW Fifth Avenue
Suite 1500
Portland, OR 97204
Fax: (503) 727-2222
Attention: Brentley M. Bullock

(b) if to Assignor:

Datalex USA West, Inc.
c/o Datalex (Ireland) Limited
Howth House
Harbour Road
Howth
Dublin 13
Ireland
Fax: 011 353 1 839 1781
Attention: General Counsel

with a copy to:

Perkins Coie LLP
1211 SW Fifth Avenue
Suite 1500
Portland, OR 97204
Fax: (503) 727-2222
Attention: Brentley M. Bullock

7.2 Headings

The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

7.3 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignee and Assignor shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7.4 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. At the request of Assignee, Assignor agrees to consent to the terms of the assignment, substantially in the form of Exhibit B attached hereto and incorporated herein by this reference, of Assignee's rights and obligations under this Agreement to Framework Technology Corp.

7.5 Parties in Interest

This Agreement (and its attached exhibits and schedules) shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors, heirs, legal representatives and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.6 Legal Fees

If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other cost of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

7.7 Entire Agreement; Amendment

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof. No amendment, modification, waiver, termination or discharge of any provision of this Agreement, or any consent to any departure by the parties from any provision hereof, shall in any event be effective unless the same shall be in writing and signed by the parties, and each such amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given.

7.8 Relationship of the Parties

Neither party shall be deemed an agent, partner, joint venturer or related entity of the other party by reason of this Agreement.

7.9 Injunctive Relief

Each party acknowledges that the other party may not have an adequate remedy at law in the event of any breach or threatened breach by the other party of this Agreement pertaining to the BookSmart Framework, any Confidential Information or Intellectual

Property Rights, and that the non-breaching party or its customers may suffer irreparable injury as a result. The parties therefore agree that each party shall be entitled to equitable relief in addition to any remedies it may have under this Agreement or at law, and consents to the granting of any equitable relief without the posting of any bond or other security.

7.10 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon applicable to contracts made and to be performed in Oregon by persons domiciled in Oregon, without reference to rules governing conflicts of laws.


7.11 Counterparts

This Agreement, any agreements, documents or instruments to be executed in connection herewith, and any amendments, waivers, consents or supplements hereto or thereto may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement, any agreements, documents or instruments to be executed in connection herewith, or any amendment, waiver, consent or supplement hereto or thereto, by facsimile transmission shall be as effective as delivery of a manually signed counterpart thereof.

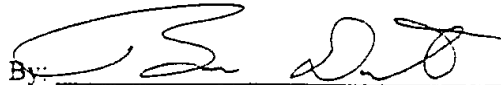
[This space is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this INTELLECTUAL
PROPERTY ASSIGNMENT AGREEMENT to be duly executed as of the date first written
above.

DATALEX USA WEST, INC.

By: 
Name: Brian Dent
Title: President

DATALEX TECHNOLOGY USA CORP.

By: 
Name: Brian Dent
Title: Vice President

IRELAND)

County of Dublin)

) ss.

On this 27th day of September, 2001, before me, a Notary Public in and for the County of Dublin, Ireland, duly commissioned and sworn, personally appeared Brian Dent, to me known to be President of Datalex USA West Inc. ("Datalex West"), who executed the within and foregoing instrument for and on behalf of Datalex West, and acknowledge that Brian Dent signed the same as the free and voluntary act and deed of Datalex West.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Vincent Slannen

Notary Public of Ireland

My commission expires: _____

For Life

Schedule 1.5
to Intellectual Property Assignment Agreement

List of BookSmart Framework Patents

Annex "A"
to Assignment of Patents

Application No.	Country	Filing Date	Title
09/676,045	U.S.	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
PCT/US00/26789	PCT	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
89120058	Taiwan	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
60/235,618	U.S.	9/27/00	Scripting Business Logic in a Distributed Object Environment
	U.S.	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment
	PCT	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment
	Taiwan	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment

Exhibit A

to Intellectual Property Assignment Agreement

ASSIGNMENT OF PATENT APPLICATIONS

WHEREAS, Datalex USA West, Inc., a Delaware corporation

("Assignor"), desires to sell, transfer, convey, assign and deliver all of its right, title and interest in and to each of the patent applications listed in Annex A attached hereto and incorporated herein by reference (all of such patent applications are herein referred to as the "Applications");

WHEREAS, Datalex Technology USA Corp., a Delaware corporation ("Assignee") desires to acquire all of Assignor's right, title and interest in and to each of the Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Applications, and any and all patents granted thereon, and all continuations, divisions, reissuances, renewals and extensions thereof; including without limitation any and all related patent rights in the U.S. and throughout the world, including foreign patent priority rights and provisional rights; the same to be held and enjoyed by Assignee and its successors and assigns entirely as if the same would have been held and enjoyed by Assignor had this sale and assignment not been made, subject to the terms and conditions set forth in the Intellectual Property Assignment Agreement dated October 1, 2001 between Assignor and Assignee.

This Assignment of Patent Applications shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns.

[This space is intentionally blank.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this ASSIGNMENT OF PATENTS as of 1st October, 2001.

DATALEX USA WEST, INC.

By: [Signature]
Name: Brian Dent
Title: President

Ireland Dublin
County of Dublin

This instrument was acknowledged before me on this 27th day of September, 2001 by Brian Dent.

Vincent Shannon
Notary Public for Ireland Dublin
My Commission Expires: For life

Annex A

to Assignment of Patents

Application No.	Country	Filing Date	Title
09/676,045	U.S.	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
PCT/US00/26789	PCT	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
89120058	Taiwan	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
60/235,618	U.S.	9/27/00	Scripting Business Logic in a Distributed Object Environment
	U.S.	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment
	PCT	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment
	Taiwan	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of October 1, 2001 by and between Datalex Technologies USA Corp., a Delaware corporation ("Datalex Tech"), and Framework Technology Corp., an Oregon corporation ("Framework Tech")

RECITAL

A. Pursuant to the Intellectual Property Assignment Agreement dated October 1, 2001 (the "Intellectual Property Assignment Agreement") between Datalex USA West, Inc. ("Datalex West") and Datalex Tech, Datalex West assigned to Datalex Tech all of its right, title and interest in and to the BookSmart Framework (as defined in the Intellectual Property Assignment Agreement), subject to the conditions and limitations set forth in the Intellectual Property Assignment Agreement including, without limitation, the reservation by Datalex West of an irrevocable, non-cancellable, perpetual, worldwide, royalty-free and exclusive license in the Travel Industry field of use and represented in the Retained Rights (all as defined in the Intellectual Property Assignment Agreement).

B. Datalex Tech, an indirect wholly-owned subsidiary of Datalex plc, an Irish public limited company ("Datalex plc") and Framework Tech have entered into a Contribution Agreement dated October 1, 2001 (the "Contribution Agreement") for the contribution of certain assets of Datalex Tech in exchange for stock and other valuable consideration, as set forth in the Contribution Agreement.

C. As a condition to Closing (as defined in the Contribution Agreement), Datalex Tech and Framework Tech have agreed to enter into this Assignment and Assumption Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, and other valuable consideration, receipt and sufficiency of which each of the parties hereby acknowledges, the parties agree as follows:

Section 1. Assignment

Datalex Tech hereby assigns, transfers, conveys and sells to Framework Tech, as of the date hereof, all of Datalex Tech's right, title, interest in, to and under the Intellectual Property Assignment Agreement. As part of its obligations hereunder, Datalex Tech will execute an Assignment of Patent Applications substantially in the form of Exhibit A to this Agreement, and otherwise Datalex Tech agrees to take such actions, and provide such assistance as is requested by Framework Tech from time to time (at Framework Tech's cost), to ensure that Framework Tech enjoys the full benefit of such right, title and interest to the

same extent as if Framework Tech had been a party to the Intellectual Property Assignment Agreement in place of Datalex Tech from and after the date hereof. The parties hereby agree that the purpose of this assignment of the Intellectual Property Assignment Agreements to make Framework Tech the legal and beneficial successor in interest to all rights of Datalex Tech thereunder and to fulfill a closing condition in the Contribution Agreement.

Section 2. Assumption

Framework Tech hereby assumes, as of the date hereof, full responsibility for Datalex Tech's obligations, liabilities and duties under the Intellectual Property Assignment Agreement as if Framework Tech had been a party to the Intellectual Property Assignment Agreement in place of Datalex Tech from and after the date hereof. Framework Tech further agrees to keep, perform, comply with and fulfill all of the foregoing obligations, liabilities and duties of Datalex Tech under the Intellectual Property Assignment Agreement, including but not limited to those obligations, liabilities and duties relating to the license reserved by Datalex West in Section 3 of the Intellectual Property Assignment Agreement. The parties hereby agree that the purpose of this assumption of the Intellectual Property Assignment Agreement is to make Framework Tech the legal and beneficial successor in interest to all obligations, liabilities and duties of Datalex Tech thereunder and to fulfill a closing condition in the Contribution Agreement.

Section 3. Limitations

Framework Tech acknowledges the rights of Datalex plc and Datalex Tech under the Noncompetition Agreement dated October 1, 2001 (the "Noncompetition Agreement") between Datalex plc, Datalex Tech and Framework Tech and that Framework Tech's rights hereunder are subject to the non-competition, non-solicitation and other obligations set forth in the Noncompetition Agreement.

Section 4. Disclaimer of Warranties

OTHER THAN REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1 OF THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (WHICH ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE), BOOKSMART FRAMEWORK IS ASSIGNED "AS IS," "WHERE IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, SUITABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR QUALITY AS TO THE BOOKSMART FRAMEWORK OR ANY PART THEREOF, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR OTHERWISE, AND ASSIGNEE HAS RELIED UPON ITS OWN EXAMINATION THEREOF IN DECIDING TO PURCHASE THE BOOKSMART FRAMEWORK ON THE TERMS AND SUBJECT TO THE CONDITIONS OF THIS AGREEMENT.

Section 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts made and to be performed in Oregon by persons domiciled in Oregon, without reference to rules governing conflicts of laws.

Section 6. Counterparts

This Agreement, any agreements, documents or instruments to be executed in connection herewith, and any amendments, waivers, consents or supplements hereto or thereto may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement, any agreements, documents or instruments to be executed in connection herewith, or any amendment, waiver, consent or supplement hereto or thereto, by facsimile transmission shall be as effective as delivery of a manually signed counterpart thereof.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this ASSIGNMENT AND ASSUMPTION AGREEMENT to be duly executed as of the date first written above.

DATALEX TECHNOLOGY USA CORP.

By: 

Name: Brian Dent

Title: Vice President

FRAMEWORK TECHNOLOGY CORP.

By: _____

Name: _____

Title: _____

AGREED TO:

DATALEX USA WEST, INC.

By: 

Name: Brian Dent

Title: President

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this ASSIGNMENT AND ASSUMPTION AGREEMENT to be duly executed as of the date first written above.

DATALEX TECHNOLOGY USA CORP.

By: _____

Name: Brian Dent

Title: Vice President

FRAMEWORK TECHNOLOGY CORP.

By: _____

Name: L. TED HUTCHINSON

Title: CEO

AGREED TO:

DATALEX USA WEST, INC.

By: _____

Name: Brian Dent

Title: President

IRELAND

)
) ss.

County of Dublin

)

On this 27th day of September, 2001, before me, a Notary Public in and for the County of Dublin, Ireland, duly commissioned and sworn, personally appeared Brian Dent, to me known to be a Vice President of Datalex Technology USA Corp. ("Datalex Tech"), who executed the within and foregoing instrument for and on behalf of Datalex Tech, and acknowledge that Brian Dent signed the same as the free and voluntary act and deed of Datalex Tech.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Vincent Shannon

Notary Public of Ireland

My commission expires: For Life

IRELAND)

) ss.

County of Dublin)

On this 27th day of September, 2001, before me, a Notary Public in and for the County of Dublin, Ireland, duly commissioned and sworn, personally appeared Brian Dent, to me known to be President of Datalex USA West Inc. ("Datalex West"), who executed the within and foregoing instrument for and on behalf of Datalex West, and acknowledge that Brian Dent signed the same as the free and voluntary act and deed of Datalex West.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Vincent Shannon

Notary Public of Ireland

My commission expires:

For Life

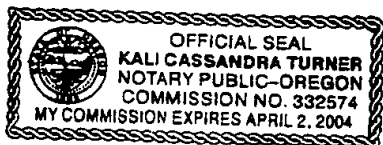
STATE OF OREGON)

County of Multnomah)

) ss.

On this 28th day of October, 2001, before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared R. Ted Hukl to me known to be a CFO of Framework Technology Corp. ("Framework Tech"), who executed the within and foregoing instrument for and on behalf of Framework Tech, and acknowledge that he signed the same as the free and voluntary act and deed of Framework Tech.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Kali Cassandra Turner
Notary Public of Oregon
My commission expires: 4-2-2004

Exhibit A
to Assignment and Assumption Agreement

ASSIGNMENT OF PATENT APPLICATIONS

WHEREAS, Datalex Technology USA Corp., a Delaware corporation ("Assignor"), desires to sell, transfer, convey, assign and deliver all of its right, title and interest in and to each of the patent applications listed in Annex A attached hereto and incorporated herein by reference (all of such patent applications are herein referred to as the "Applications");

WHEREAS, Framework Technology Corp., an Oregon corporation ("Assignee") desires to acquire all of Assignor's right, title and interest in and to each of the Applications;

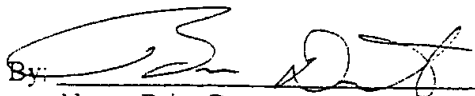
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Applications, and any and all patents granted thereon, and all continuations, divisions, reissuances, renewals and extensions thereof; including without limitation any and all related patent rights in the U.S. and throughout the world, including foreign patent priority rights and provisions rights; the same to be held and enjoyed by Assignee and its successors and assigns entirely as if the same would have been held and enjoyed by Assignor had this sale and assignment not been made, subject to the terms and conditions set forth in the Intellectual Property Assignment Agreement dated October 1, 2001 between Assignor and Assignee.

This Assignment of Patent Applications shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns.

[This space is intentionally blank.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this ASSIGNMENT OF PATENTS as of 1st October, 2001.

DATALEX TECHNOLOGY USA CORP.

By: 
Name: Brian Dent
Title: Vice President

Ireland _____

County of Dublin

This instrument was acknowledged before me on the 27th day of September, 2001 by Brian Dent.

Vincent Gannon
Notary Public for Ireland Dublin
My Commission Expires: For Life

Annex A
to Assignment of Patents

Application No.	Country	Filing Date	Title
09/676,045	U.S.	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
PCT/US00/26789	PCT	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
89120058	Taiwan	9/28/00	A Software Component-Container Framework for Dynamic Deployment of Business Logic Components in a Distributed Object Environment
60/235,618	U.S.	9/27/00	Scripting Business Logic in a Distributed Object Environment
	U.S.	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment
	PCT	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment
	Taiwan	9/27/01	Scripting Business Logic in a Distributed Object Oriented Environment